

The Nature Of Shopping Money (Uang Panaik) According To The Law And The Perception Of Judges And The Bugis-Makassar Community

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ABSTRACT

The research aims to analyze the perceptions of judges and the perceptions of the Bugis-Makassar community towards shopping money (uang panaik) in the South Sulawesi religious court. This research was conducted using empirical research methods. The informants in this study were judges, community leaders, traditional leaders and religious leaders. The research was conducted from April to June 2023. The data collection method used was a literature review, interviews and data observations were analyzed using the program structural equation modelling (sem). The results of this study indicate that according to the law of shopping money (uang panaik) is not regulated explicitly and clearly in statutory regulations, the judge's perception is pariah in nature, namely; i) there are still conflicting views regarding procedural law in examining expenditure disputes (uang panaik); ii) the decision is granted, rejected and unacceptable (niet ontvankelijke verklaard).

Keywords: Shopping Money; Judges & Society; Bugis-Makassar.

Introduction

For the Bugis-Makassar community, marriage has the goal of preserving cultural values and customs. One of them is related to the value systems, namely the honour and dignity of the family. This is because marriage brings together two large families along with their respective identities and social status. Not infrequently marriage is intended to preserve a prestigious family lineage and social position in society. The Bugis-Makassar community calls such a kinship concept as *asseajingen*.^[1]

Marriage for the Bugis-Makassar people is the culmination of human life amid their society, that's why they call marriage the expression "elo'ni ripakkalepu". Term "elo'ni ri pakkalepu" means that someone married means that he has succeeded in achieving a complete and perfect life (kalepu). The cultural concept of the Bugis-Makassar people sees a married person as perfect or (kalepu).^[2]

One of the value systems socialized by Bugis-Makassar parents to their children, in the context of marriage is family authority. The family or parents have a central role in making decisions regarding the marriage of their children. These values are continuously maintained, and socialized from generation to generation, thus forming an established value system. The social impact, married activities or marriage (botting or mappabotting) in the Bugis-Makassar tradition is an expensive item. The involvement of parents and family makes marriage very complex.^[3]

The customs of the Bugis-Makassar tribe in carrying out marriages have stages that must be passed before the contract takes place, while the stages that must be passed include: mammanu-manu, massuroor madduta at the level of massuro this occurs a process of bargaining regarding shopping money (uang panaik) ordoi pateka in Mandar language (shopping money), namely the amount of money proposed to be fulfilled or paid by the man to the woman before going to the wedding procession.^[4]

The series of discussion processes that have been decided by the family in cultural activities vizmassuro (bugis) insurance (Makassar) then proceed with the process mappettuada These will be the conditions that must be met by the prospective groom including shopping money (uang panaik), where this shopping money will become a sub-system or a separate value under a series of marriage processes. This sub-system requires the groom to give a certain amount of money, which is decided at the time of the ceremony mappettuada, to the prospective bride. Shopping money (uang panaik) is used by women for wedding needs.^[5]

Shopping money (uang panaik) by the Bugis-Makassar people has become a culture obtained from their ancestors. In terms of culture, history can be known as money which originated from a daughter of a Bugis nobleman who was so attractive that a man from the Netherlands fell in love with the king's daughter and wanted to marry her. However, the king, who did

not want his daughter to be touched by any man, finally gave the conditions mentioned shopping money.^[6] Teaching and meaning contained in shopping money viewed from a cultural point of view. Panaik money is a form of appreciation from the male side to the female side that he loves so much and is willing to do everything including conditions shopping money, which does not become heavy and even becomes a burden because the man sincerely tries hard to meet the requirements of the family of the woman he loves. The true meaning is contained within shopping money very valuable, it can even be used as motivation in realizing the desire to get what you want, especially when this is related to a potential life partner. So shopping money (uang panaik) is no longer a burden that causes various social problems.^[7]

In the social order of the Bugis-Makassar tribe, shopping money (uang panaik) becomes a social problem because shopping money (uang panaik) is high, in the end, some applications are ultimately cancelled due to non-fulfilment of requests for shopping money (uang panaik) the. One of the reasons is the social status factor of female candidates. Even though the problem of marriage is religious, it has become a matter of worship and parents must marry off their children. If parents raise and make shopping money expensive (uang panaik) his son means that he is hindering his plenary duty.^[8]

Shopping money (uang panaik) is a system of cultural values, not religious values derived from religious beliefs. Therefore, for Muslims, shopping money (uang panaik) is different from the dowry or dowry, which is called in the Bugis-Makassar language sompa. Temporary sompa is a value system taken from religious teachings, and at the same time, it is a pillar of the validity of a marriage. Shopping money (uang panaik) in Bugis-Makassar society is not sompa or dowry in Islam.

One of the sunnah of marriage includes the process. Carrying out the sunnah certainly gets a reward from His side. The Messenger of Allah even appealed to young people who were able to get married to get married immediately. According to the Prophet Muhammad, marriage can calm the eyes and maintain self-respect. Even in another history the Prophet Muhammad. said that marriage was the rule. Whoever does not like the rules, then he does not belong to his group.

Marriage is a very important event in people's lives because marriage does not only concern the man and woman who are getting married, but also the parents of both parties, their

siblings, and even their respective families. Marriage also contains an asset to achieve spiritual perfection. He has a goal so that husbands and wives live peacefully, love and love, which in the language of the Qur'an is known as mawaddah wa rahmah.^[9]

One of the interesting phenomena for the Bugis-Makassar community is having a strong traditional commitment to holding weddings, because apart from adhering to religious teachings they also adhere to local knowledge which is adhered to and believed to be true from generation to generation, including shopping money (uang panaik).

In the marriage law, marriages are carried out based on Islamic law, the material law that applies to the marriage is Islamic law as emphasized in Article 2 paragraph (1) of Law Number 1 of 1974 which has been amended by Law Number 16 of 2019 concerning Marriage "Marriage is valid if it is carried out according to the laws of each religion and its beliefs".^[10] Thus, disputes that arise in the series of marriage processes must be resolved by referring to Islamic law. Although the handover of shopping money (uang panaik) was born from custom, as an integral part of the whole series of marriage processes, in practice it must also comply or at least not conflict with the provisions of marriage law in Islam.

The socio-cultural phenomenon in the form of shopping money (uang panaik) is very interesting to study because the Religious Courts are often faced with shopping money disputes (uang panaik) between husband and wife. These disputes often involve each other's families because in practice the handover of shopping money (uang panaik) apart from being carried out by their respective families, not the bride and groom, it is also often found that shopping money (uang panaik) is sourced from assets or money belonging to the prospective groom's parents.

Several factors drive the rise of shopping money disputes (uang panaik) in the Religious Courts, among others:

1. The biggest cases that go to the Religious Courts are marriage cases, especially divorce. This is closely related to the problem of shopping money (uang panaik) because the handover is part of the wedding procession. Therefore, disputes are often combined in the examination of cases concerning marriage, especially divorce.

2. Shopping money (uang panaik) has a resemblance to dowry. even in the traditions of the people in some areas, the agreement on shopping money (uang panaik) determines whether or not a proposal is accepted than the agreement on dowry. Considering that disputes about dowries are generally accepted as the authority of the Court. within the Religious Courts, in the event of a dispute over shopping money (uang panaik), justice seekers generally apply to the Religious Courts.

The absence of written rules that specifically regulate procedural law and material law (wet vacuum) shopping money dispute resolution (uang panaik) has implications for the emergence of disagreements and clashes of considerations among judges, which in turn creates disparities in decisions that disrupt the rule of law, create uncertainty, and philosophically violate the principle of equality before the law.

In the following, the researcher presents a shopping money claim case (uang panaik) in the Religious Courts of the Makassar Religious High Court as follows; Makassar Religious Court 6 (six) cases, Watampone Religious Court 6 (six) cases, Maros Religious Court 4 (four) cases, Pangkajene Religious Court 3 (three) cases, Sungguminas Religious Court 7 (seven) cases. Sidarap Religious Court 4 (four) cases. From the thirty cases that the researchers obtained, starting from 2018 to 2022, Religious Court judges have different perceptions in examining and deciding shopping money cases (uang panaik). Some were granted in full, some partially granted, rejected, and some were unacceptable.

Research methods

Research in general can be classified into two types, namely empirical legal research or social legal research and normative legal research. Empirical legal research is legal research conducted with an approach to legal reality in society. This research is based on the presence of symptoms in the form of gaps between expectations (das solen) and reality (das sein) in the field of law. And normative legal research, namely research conducted with an approach to legal norms or substance, legal principles, legal theory, legal arguments and comparative law. In this study, the authors used empirical research (field) with a qualitative approach; This research was conducted within the jurisdiction of the South Sulawesi Religious Court. The location was chosen with the consideration that there were several cases of expenditure disputes (uang panaik). Thus there were

five District/City Religious Courts consisting of the Makassar Religious Court, Watampone Religious Court, Sungguminasa Religious Court, Maros Religious Court and Pangkajene Religious Court as research locations.

Discussion

Perceptions of Judges and the Bugis-Makassar Society of Shopping Money (Uang Panaik) At the South Sulawesi Religious Court

1. Judge's Perception

Divorce suit that contains a claim for reconvention/demand for the return of shopping money (uang panaik) that the researchers found from 2018 to 2022 at the Makassar Religious Court there were 2 cases, the Watampone Religious Court had 5 cases, the Sungguminasa Religious Court had 6 cases, the Maros Religious Court had 4 cases, the Pangkajene Religious Court had 3 cases. Directory of decisions of the Supreme Court of the Republic of Indonesia. And the annual court report.

Table 1 The divorce case has a claim for reconvention/claim for shopping money (uang panaik) received from 2018 to 2022.

No.	religious courts	Divorce Case There Is Reconvention Lawsuit					Amount
		2018	2019	2020	2021	2022	
1.	Macassar	1			1		2
2.	Watampone		1	1	2	1	4
3.	Sungguminasa	1	2	1	2		6
4.	Maros	1	1	2			4
5.	Pangkajene		2		1		3
	Amount						20

Data source: Processed primary data for 2023.

Based on the table above, it can be seen that there are relatively many divorce claims registered in the five religious courts with reasons for divorce that vary from one case to another, the husband feels harmed/victimized by the existence of the lawsuit, so he makes a claim for reconvention/demand for refund of shopping money (uang panaik) in the court. Even though the litigants and their families know the purpose of shopping money (uang panaik) is used for women's wedding parties, because of shame say towards family and other

people, shopping money (uang panaik) is requested to be returned even though only part/half of the total has been submitted.

Table 2 List of divorce case numbers in which there is a claim for reconvention of shopping money (uang panaik) from 2018 to 2022

No	religious courts	Case Number
1.	Macassar	1. Number 2420/Pdt.G/2018/PA. Mks 2. Number 63/Pdt.G/2021/PA. Mks
2.	Watampone	1. Number 717/Pdt.G/2019/PA. Wtp 2. Number 393/Pdt.G/2020/PA. Wtp 3. Number 680/Pdt.G/2021/PA. Wtp 4. Number 1519/Pdt.G/2021/PA. Wtp 5. Number 792/Pdt.G/2022/PA. Wtp
3.	Sungguminasa	1. Number 229/Pdt.G/2018/PA. Sgm 2. Number 255/Pdt.G/2019/PA. Sgm 3. Number 184/Pdt.G/2021/PA. Sgm 4. Number 364/Pdt.G/2021/PA. Sgm 5. Number 940/Pdt.G/2021/PA. Sgm 6. Number 1140/Pdt.G/2019/PA. Sgm
4.	Maros	1. Nomor 283/Pdt.G/2018/PA. Mrs 2. Nomor 464/Pdt.G/2019/PA. Mrs 3. Nomor 521/Pdt.G/2021/PA. Mrs 4. Nomor 497/Pdt.G/2021/PA. Mrs
5.	Pangkajene	1. Number 081/Pdt.G/2019/PA. pkj 2. Number 360/Pdt.G/2019/PA. pkj 3. Number 390/Pdt.G?2021/PA. pkj

Data source: Processed primary data for 2023

From Table 2, it is known that 20 divorce claims have counterclaims/reconvention of shopping money (uang panaik) that researchers found from 2018 to 2022, out of these 20 cases all divorce claims were granted, but not so in terms of claims/claims for shopping money (uang panaik).

Table 3 Cases of shopping money (uang panaik) is granted

No	religious courts	Case Number
1.	Watampone	1. Number 717/Pdt.G/2019/PA.Wtp 2. Number 729?pdt.G/2021/PA. Wtp
2.	Maros	Nomor 283/Pdt.G/2018/PA. Mrs
3.	Sunggumina	Number 364/Pdt.G.2021/PA. Sgm

Data source: Processed primary data for 2023.

From Table 3, the researcher will present a summary of the legal considerations of the Panel of Judges in the decision on

the shopping money claim case (uang panaik) that was granted.

Position case.

1. Case No 283/Pdt.G/2018/PA.Mrs.

(Plaintiff/wife) filed a divorce suit against (Defendant/husband) in the trial the Defendant/husband filed a counterclaim for the refund of the increase in the amount of Rp. 35,000,000 (thirty-five million rupiah).

In the constitutional stage, facts were discovered based on the parties' confessions, among others (i) The defendant/husband gave an amount of IDR 35,000,000 (thirty-five million rupiahs) which was uang panaik which has been mutually agreed between the families of the Plaintiff and the Defendant(ii) after marriage, the Defendant/husband admitted that he had not had a conjugal relationship with the Plaintiff/wife.

The panel of judges examining the case agreed to grant the Plaintiff's/wife's divorce suit, as well as grant a portion of the shopping money (uang panaik) with the consideration that, because it has been proven that the Plaintiff/wife and the Defendant/husband have never had marital relations, the Plaintiff/wife has neglected their obligations on purpose, the panel of judges concludes that the Plaintiff/wife is obliged to return uang panaik which was previously given by the Defendant/husband half of the total amount that has been submitted, by equalizing uang panaik with a dowry by the provisions of Article 35 paragraph (1) Compilation of Islamic Law (KHI), the dowry can only be returned in half if there is a divorce before the gathering (qablad dukhul) occurs, an amount of Rp. 17,500,000 (seventeen million five hundred thousand rupiahs), Defendant is obliged to return $\frac{1}{2}$ of the total amount of money because Defendant was negligent in delivering something and did nothing, then with the refund, Plaintiff can buy/obtain other similar items. As for the matter of losses and interest, they are set aside or not considered, because even though the element of marriage is equated with the element of an engagement, with the existence of obligations and rights, morally, marriage is not a matter of calculating losses and interest.

2. Article No. 717/Pdt.G/2019/PA. Wtp

(Plaintiff/wife) filed a divorce suit against (Defendant/husband) in the trial Defendant/husband filed a counterclaim in the form of uang panaik submitted by the Defendant/husband to the Plaintiff/wife at the time of the

implementation of the marriage contract in the amount of Rp. 25,000,000.- (twenty-five million rupiah).

In the constitutional stage, facts were discovered based on the parties' confessions, among others(i) Defendant/husband gave an amount of IDR 25,000,000 (twenty-five million rupiahs) which was uang panai which has been mutually agreed between the families of the Plaintiff and the Defendant(ii) after marriage, the Defendant/husband acknowledged that he had not had a conjugal relationship with the Plaintiff/wife because there was no room available at the Plaintiff's/wife's parents' house.

The panel of judges examining the case agreed to grant the plaintiff's/wife's divorce. In addition, there were also facts revealed in court that the cause of the split in the Plaintiff and Defendant's household was due to the actions of the Plaintiff/wife who was unwilling to participate and refused to associate with the Defendant as her legal husband, as well as the Plaintiff as the wife who wanted a divorce. Based on these considerations, the panel of judges thinks that it is appropriate and has legal grounds if the Defendant's/husband's lawsuit is dismissed by punishing the Plaintiff/wife to return $\frac{1}{2}$ (half) of the shopping money that has been received which totals Rp. 25,000,000.- (twenty-five million rupiah). half of Rp. 12,500,000.- (twelve million five hundred thousand rupiahs) to the Defendant/husband.

3. Case no. 364/Pdt.G/2021/PA.Sgm

(Plaintiff/wife) filed a divorce suit against (Defendant/husband) in the trial Defendant/husband filed a counterclaim in the form of uang panai which was submitted by the Defendant/husband to the Plaintiff/wife.

To the demands of the Defendant/husband, the Plaintiff/wife submitted an answer to fulfil the demands of the Defendant/husband by returning the remainder uang panai 10,000,000- (ten million rupiahs) for wedding expenses.

4. Article No. 729/Pdt.G/2022/PA. Wtp

(Plaintiff/wife) filed a divorce suit against (Defendant/husband) in the trial Defendant/husband filed a counterclaim in the form of uang panai submitted by the Defendant/husband to the Plaintiff/wife at the time of the implementation of the marriage contract in the amount of Rp.40,000,000,- (forty million rupiah).

In the constitutional stage, facts were discovered based on the parties' confessions, among others(i) The defendant/husband gave an amount of Rp. 40,000,000 (forty million rupiahs) which was uang panai which has been mutually agreed between the

families of Plaintiff and Defendant(ii) one week after marriage, Plaintiff/wife always refused to have conjugal relations and closed the bedroom door so that Defendant/husband could not enter (iii), Plaintiff/wife is willing to submit and return the dowry that has been given to the Defendant/husband as a substitute for the claim money.

The panel of judges agreed to grant the Plaintiff/wife's divorce suit, then consider the demand for shopping money (uang panaik) that the people of South Sulawesi have a distinctive culture in marriage. Among the culture is the wedding shopping money known as uang panaik or other terms dui'menre'. Though uang panaik gets more attention and is considered something that determines the smooth running of the marriage process so that the nominal amount of shopping money is greater than the nominal amount of the dowry.

According to the customs of the Bugis-Makassar tribe, it is stipulated that every gift for the benefit of marriage is termed as shopping money. In general, it is not asked again after the marriage has taken place, whether the marriage lasts for a long time or does not last too long and then gets divorced because according to Bugis-Makassar custom, this is called papenre balance botting are shopping money up has been consumed by fire).

Panic money that has been used has been considered consumed by fire (disappeared), from ancient times until now this term is still alive and has become a guideline for almost all Bugis-Makassar people, so it becomes a living law (living law) in Bugis-Makassar society and culture.

Even though according to custom shopping money/ uang panaik, in general, can't be requested, in case quo, the problem between the Plaintiff/wife and the Defendant/husband arose because the Plaintiff/wife refused to have conjugal relations with the Defendant/husband, even though before marriage the Plaintiff/wife did not show any refusal, but a week after marriage the Plaintiff/wife suddenly stated that they no longer wanted to live with the Defendant/husband and even the Plaintiff/wife closed the bedroom door so that the Defendant/husband could not enter.

According to the Panel of Judges, the attitude of the Plaintiff/wife has caused losses to the Defendant/husband, both moral losses because the Plaintiff/wife refused to live with the Defendant/husband and also material losses because the Defendant/husband had spent the money he had collected long ago, but did not enjoy marriage.

Based on all of the above considerations, the Panel of Judges partially granted the Defendant's/husband's demands by punishing the Plaintiff/wife to hand over wedding shopping money/uang panaik to the Defendant/husband in the amount of Rp.10,000,000 (ten million rupiah).

Table 4 Cases of shopping money (cash) which was rejected

No	religious courts	Case Number
1.	Macassar	Number 63/Pdt.G/2021/PA. Mks
2.	Watampone	1. Number 393/Pdt.G/2020/PA. Wtp 2. Number 680/Pdt.G/2021/PA. Wtp 3. Number 1519/Pdt.G/2021/PA. Wtp
3.	Sungguminasa	1. Number 229/Pdt.G/2018/PA.Sgm 2. Number 225/Pgt.G/2019/PA. Sgm 3. Number 184/Pdt.G/2020/PA. Sgm 4. Number 940/Pdt.G/2021/PA. Sgm
4.	Maros	1. Nomor 464/Pdt.G/2019/PA.Mrs 2. Nomor 497/Pdt.G/2021/PA. Mrs 3. Nomor 521/Pdt.G/2021/PA.Mrs
5.	Pangkajene	1. Number 081/Pdt.G/2019/PA.Pkj 2. Number 360/Pdt.G/2019/PA.Pkj 3. Number 390/Pdt.G/2021/PA. pkj

Data source: Processed primary data for 2023

From Table 4, the researcher presents a summary of some of the legal considerations of the Panel of Judges in the decision on the shopping money claim case (uang panaik) which is rejected.

Position case

1. Article No. 63/Pdt.G./2021/PA. Mr (Plaintiff/wife) filed a divorce suit against (Defendant/husband) in the trial Defendant/husband filed a counterclaim in the form of shopping money which was submitted by the Defendant/husband to the Plaintiff/wife is returned.

The panel of judges in their considerations granted the Plaintiff's/wife's divorce suit, then considered what was meant by shopping money. In this case, Asmat Riady Lamallongeng (Dynamics of Traditional Marriage in the Bone Bugis Community, p. 16) argues that " shopping money or what is commonly called shopping money is the cost given by the man to the woman in the context of carrying out the wedding ceremony. In the Bugis-Makassar community, shopping money occupies a very important role in planning the wedding and so important shopping money Accordingly, it is not uncommon

for wedding plans to be cancelled due to a lack of agreement on the amount of shopping money. Therefore shopping money is prepared to finance the wedding ceremony, the shopping money is also commonly called 'doi' cappu/nanre api (spent money), even though the purpose of marriage is to form a happy, eternal family (household) based on the Belief in the One and Only God as described in Article 1 of the Marriage Law, also all families want that every marriage can take place harmoniously and lastingly, but there are households that only last a very short time, even divorce occurs before dukhul occurs, so to avoid losses from the consequence shopping money, then among them, an agreement is made which contains the agreement of both parties of the family that money must be returned if, in reality, the divorce must occur at the will of the wife before the couple dukhul occurs and the dukhul does not occur due to the wife refusing to have intercourse without any legal reason.

Panic money 50,000,000 (fifty million rupiahs) apart from being used to finance the wedding ceremony of the Plaintiff and Defendant totalling 800 invitees plus the families of the Defendant/husband totalling more than 10 cars, in addition, there is no description regarding the existence of a return agreement shopping money if the Plaintiff/wife refuses to have intercourse without reason, also that the said amount of money is an agreement between the families of both Plaintiff and Defendant, not based on an agreement between the Plaintiff and the Defendant;

Based on the above considerations, the demand for return shopping money by the Defendant/husband against the Plaintiff/wife without reason.

2. Item No. 393/Pdt.G/2020/PA. Wtp

(Plaintiff/wife) filed a divorce suit against (Defendant/husband) in the trial Defendant/husband filed a counterclaim in the form of shopping money which was submitted by the Defendant/husband to the Plaintiff/wife is returned.

The panel of judges in their considerations granted the Plaintiff/wife's divorce suit, then considered the Defendant/husband's demands in their lawsuit which demanded the return of shopping money (Panaik) which was given to the Plaintiff/wife in the amount of Rp. 27.000,000.- (twenty-seven million rupiah) because the Plaintiff/wife did not want to serve the Defendant/husband so that a husband and wife relationship had never occurred and not because the Defendant/husband was impotent so that the

Defendant/husband felt disadvantaged both morally and materially. In answering the questions between the Plaintiff and the Defendant, the Plaintiff/wife confirmed that there was Rp. 27,000,000.- (twenty-seven million rupiahs) in cash which was handed over to the Plaintiff's/wife's family. The plaintiff/wife refused to return and fulfil the demands of the Defendant/husband to return shopping money by stating that the money had been used up for the wedding expenses of the Plaintiff and Defendant, and the Plaintiff/wife was always ready to serve the Defendant/husband but the Defendant/husband himself was unable to have a husband and wife relationship.

The marriage of Plaintiff and Defendant turned out to have also been carried out by the agreement between Plaintiff and Defendant and in the customs of the Bugis tribe which is the tribe of Plaintiff and Defendant in a shopping money marriage (panaik) is a must in the procession of a marriage contract and is an absolute requirement for the holding of marriage and the shopping money includes the gift of the prospective husband to the prospective wife in case to help finance the implementation of the marriage, the amount is usually agreed upon before the prospective husband's party (Defendant) is accepted by the prospective wife's family (Plaintiff).

Whereas because the expenditure money is like assistance in the framework of financing the implementation of weddings, the use of which is used up is spent (are fire), then the expenditure money cannot be demanded back by the Defendant as husband and cannot be accounted for by the Plaintiff as the wife because the Plaintiff/wife is not the only one who uses the money, even the family of the Defendant/husband takes and enjoys the benefits of the banquet that the Plaintiff/wife's family has prepared, this is also by the expression that the dowry can be returned but the gift cannot be returned (rewe sompa tenrewe pabbere). Regarding the lawsuit mentioned above, the Defendant/husband cannot prove it so it must be rejected;

3. Item No. 680/Pdt.G/2021/PA.Wtp

(Plaintiff/wife) filed a divorce suit against (Defendant/husband) in the trial Defendant/husband filed a counterclaim in the form of shopping money which was submitted by the Defendant/husband to the Plaintiff/wife is returned.

The panel of judges in their considerations granted the divorce suit, then considered the demands of the Defendant/husband against the Plaintiff/wife because, before the day of the

wedding, the Plaintiff's family and the Defendant's family had agreed and determined the conditions for the implementation of the marriage that must be carried out by the Defendant/husband to be given to the Plaintiff/wife in the form of "shopping money" in the amount of Rp. 70,000,000.00 (seventy million rupiah). The shopping money was handed over in cash in the amount of Rp. 50,000,000.00 (fifty million rupiah), while the remaining Rp. 20,000,000.00 (twenty million rupiahs) placed on the ground (Bugis:monro anke') whose delivery is carried out later, is submitted at the time of the inauguration of the agreement (mappettu ada).

Both parties acknowledge shopping money (uang panaik) in the amount of Rp. 50,000,000.00 (fifty million rupiahs), but the Plaintiff/wife refused to return the money because shopping money is not a dowry or dowry because according to Bugis custom, shopping money is money for wedding expenses which is an agreement from both parties for the cost of a Bugis-style traditional party given by the Defendant/husband to the Plaintiff's wife. To strengthen his arguments, the Defendant/husband has presented two witnesses, while the Plaintiff/wife to strengthen the arguments of her objection, has presented her siblings and neighbors as witnesses. The Defendant's witnesses/husband have given evidence that at the time of handing over the wedding expenses (mampenre' doi), the Defendant's family/husband handed over to the Plaintiff's/wife's family shopping money amount of Rp. 50,000,000.00 (fifty million rupiah). The two witnesses also testified that at the time of the handover ceremony shopping money (mampenre' doi) there is no agreement or family agreement regarding the refund Panaik if there is a problem between the Plaintiff and the Defendant after the marriage ceremony, as well as the witnesses of the Plaintiff/wife have explained that there is no agreement between the Plaintiff's family and the Defendant's family regarding the return shopping money.

Based on the confession of the Plaintiff/wife and the statements of the Plaintiff's witnesses and the Defendant's witnesses, it was proven during the inauguration of the agreement (mampenre' doi), the Defendant's family/husband handed over to the Plaintiff's/wife's family shopping money an amount of Rp. 50,000,000.00 (fifty million rupiahs) and there is no agreement or agreement between the two parties regarding the return shopping money.

Furthermore, the Panel of Judges gave legal considerations to the petitum reconvention regarding the lawsuit against the

Plaintiff/wife to return it to the Defendant/husband shopping money 50,000,000.00 (fifty million rupiahs).

shopping money is the designation of one part of the process of applying for a girl to the Bugis-Makassar tribe. shopping money in is the form of money that must be prepared by the man to be presented to the woman he will propose to. Submission shopping money a tradition that has been passed down through generations as a symbol of a man's seriousness to propose to a woman.

In the legal life traffic of the Bugis-Makassar Muslim community, form and number shopping money agreed upon and handed over before marriage. This is related to the goal shopping money which is usufruct for utilization of a certain nature, namely to finance the implementation of the bride's wedding party. Throughout the trial of this case, there was no fact of any agreement, either verbally or in writing regarding a refund Panaik. Thus, shopping money from the Defendant/husband to the Plaintiff/wife in the amount of Rp.50,000,000.00 (fifty million rupiahs) remains in its original law as forfeited money (completely used up). Therefore, if there is a divorce before the husband and wife relationship, shopping money cannot be returned because they are considered to have been spent on wedding banquet costs. With the considerations mentioned above, the petition for a counterclaim in point 2 regarding the refund of wedding expenses (money panic) of 50,000,000.00 (fifty million rupiah) must be refused.

4. Item No. 1519/Pdt.G/2021/PA.Wtp
(Plaintiff/wife) filed a divorce suit against (Defendant/husband) in the trial Defendant/husband filed a counterclaim in the form of shopping money which was submitted by the Defendant/husband to the Plaintiff/wife is returned.

The panel of judges in their considerations explained that the Defendant/husband principally demanded that the Plaintiff/wife return the shopping money in the amount of Rp. 42,000,000.00 (forty-two million rupiahs), the Plaintiff/wife in their response acknowledged that Defendant had received shopping money as argued by the Defendant/husband, but Defendant was not willing to return shopping money with the reason that the money had been used up at the wedding and after all, after marriage, the Plaintiff and the Defendant had had a husband and wife relationship.

To prove his argument, the Defendant/husband has submitted evidence in the form of two witnesses, namely the Defendant's

biological father/Customs and brother-in-law, while the Plaintiff/wife has not submitted any evidence. That both the first witness and the second witness of the Defendant/husband have provided information that at the time of the marriage ceremony, Plaintiff handed over to the Defendant shopping money amount of IDR 42,000,000.00 (forty-two million rupiah).

Based on the confession of the Plaintiff/wife and witness statement, it is proven that when the marriage contract of the Defendant/husband handed it over to the Plaintiff/wife shopping money in the amount of Rp. 42,000,000.00 (forty-two million rupiahs), based on the above legal facts, the Panel of Judges will then consider the petitum of the demands of the Defendant/husband so that the Panel of Judges convicts the Plaintiff/wife of handing over shopping money said to the Defendant/husband. shopping money is the designation of one part of the process of applying for a girl to the Bugis-Makassar tribe. shopping money in is the form of money that must be prepared by the prospective husband to be presented to the woman he will propose to. Submission shopping money is a tradition that has been passed down for generations, as a symbol of the seriousness of a man to propose to a woman. In the legal life traffic of the Bugis-Makassar Muslim community, the form and number of shopping money agreed upon and handed over before marriage. This is related to the objective of raising money which is *intifada'*, or for use of a certain nature, namely to finance the implementation of the wedding party by the bride's family. Regarding the demands of the Defendant/husband, basically, this could have happened if there had been an agreement between the groom's family and the bride's family regarding this matter. However, from all the evidence presented, no evidence was found regarding the existence of a return agreement shopping money. Based on all of the aforementioned considerations, there is sufficient reason to refuse the lawsuit regarding the refund shopping money.

5. Case No. 229/Pdt.G/2018/PA. Sgm

(Plaintiff/wife) filed a divorce suit against (Defendant/husband) in the trial Defendant/husband filed a counterclaim in the form of shopping money which was submitted by the Defendant/husband to the Plaintiff/wife is returned.

The panel of judges in their considerations granted the Plaintiff's divorce suit, then considered the Defendant's/husband's demands, namely Rp. 32,000,000.

(thirty-two million rupiah) was returned to the Defendant/husband because the Plaintiff and Defendant had never had intercourse.

The parties admit, however, the Plaintiff/wife does not want to return it because they are unable and Panaik it has been used up for receptions/walimah in the process of marriage and others.

Against these facts, the Panel of Judges considered as follows; that money goes up inside the Bugis-Makassar community and becomes prestige (honour) for the family of women. Its function is to use it as a fee for a wedding reception. The purpose of giving shopping money is to appreciate or respect the woman he wants to marry by giving a magnificent party for his marriage through money the said. Positioning shopping money in traditional marriages is one of the prerequisites because if there is no shopping money then there is no marriage.

From the description above, it can be concluded that the function of shopping money is the cost of the wedding reception, therefore shopping money can be categorized as a grant or gift from the Defendant/husband to the Plaintiff/wife. Based on the considerations mentioned above, the claim is stated to have no legal grounds and must be rejected.

Taking into account the legal values and sense of justice that live in society as intended by the provisions of Article 5 paragraph (1) of Law Number 48 of 2009 concerning Judicial Power, where in the Makassar Bugis community tradition that it has become commonplace that money will be spent and used for the wedding party (walimah), this walimah is a form of gratitude after holding the aqad nikah with banquets for guests, relatives and relatives because that is what has been used up, it is not worth taking it back. Whereas based on these considerations, the Panel of Judges concluded that the claim related to the return of shopping money should have been rejected.

Table 5 Cases of shopping money (uang panaik) unacceptable NO (Niet Ontvankelijke verklaard)

No	religious courts	Case Number
1.	Macassar	Number 2420/Pdt.G/2018/PA.Mks
2..	Sungguminasa	Number 1140/Pdt.G/2019/PA.Sgm

Data source: Processed primary data for 2023.

From Table 5, the researcher will present a summary of the legal considerations of the Panel of Judges in the decision on the shopping money claim case (uang panaik) unacceptable NO (Niet Ontvankelijke verklaard)

1. Item No. 2420/Pdt.G/2018/PA. Mr

(Plaintiff/wife) filed a divorce suit against (Defendant/husband) in the trial Defendant/husband filed a counterclaim in the form of shopping money which was submitted by the Defendant/husband to the Plaintiff/wife is returned.

The panel of judges in their considerations granted the Plaintiff/wife's divorce suit, then considered the demand for a refund of Rp. 30,000,000.00 (thirty million rupiah) on the grounds that an agreement had been made between the Defendant/husband and the plaintiff's/wife's biological father because after the marriage took place on October 15, 2017, between the Plaintiff and the Defendant were not blessed with children, after marriage they had never lived together, therefore based on this matter the Plaintiff asked the panel of judges to be willing to render a decision, namely to punish the Plaintiff/wife to return money for wedding expenses for IDR 30,000,000.00 (thirty million rupiah).

The agreement on refunding wedding expenses in this case was carried out by the Defendant/husband and the Plaintiff/wife's biological father which was carried out a few days after the wedding and at that time there was already a problem between the Plaintiff and the Defendant.

In addition, the Plaintiff's parents/wife as the parties who signed the agreement with the Defendant/husband, also apparently passed away on December 10, 2018) a few days after signing the agreement.

Because the agreement was not included in the marriage agreement, because it was made by the Defendant/husband with the plaintiff's biological father/wife, who was not a party to this case and was carried out a few days after marriage, the panel of judges thought that the agreement was just an ordinary agreement, so that the case became the absolute competence of the District Court, for this reason, the panel of judges stated that the Makassar Religious Court had no authority to adjudicate the case.

Based on the considerations above, the panel of judges thinks that the lawsuit must be declared unacceptable (Niet Ontvankelijke verklaard)

2. Case No. 1140/Pdt.G/2019/PA.Sgm

(Plaintiff/wife) filed a divorce suit against (Defendant/husband) in the trial Defendant/husband filed a counterclaim in the form of shopping money which was submitted by the Defendant/husband to the Plaintiff/wife is returned.

The panel of judges in their considerations granted the Plaintiff's/wife's divorce suit, then considered the demand shopping money of 25,000,000 (twenty-five million rupiah) to the Plaintiff/wife so that the money is returned to the Defendant/husband but the Plaintiff/wife stated that it was only Rp. 20,000,000 (twenty million rupiah) only.

From the answers answered by the Plaintiff and Defendant, the existence and nominal value of the money were acknowledged so that it was no longer questioned, but Defendant/husband still demanded to return the amount of money, but Plaintiff and Defendant stated that the money had been used up for the Plaintiff's and Defendant's wedding party.

Defendant/husband filed two witnesses who testified that it was true shopping money an amount of Rp. 20,000,000 (twenty million rupiahs), and that is what is used for a joint party at the woman's family's house, because when both parties got married it was crowded and many families attended the wedding, based on the testimony of the witness, it can be concluded in the fact that money to the Defendant an amount Rp. 20,000,000 (twenty million rupiahs) was used up at the wedding party of Plaintiff and the Defendant, so how is it possible that the money that we used to entertain guests at the wedding will be asked to return while Defendant/husband also participates in using and using it, then the Defendant/husband's claim regarding shopping money declared vague so that the lawsuit was declared inadmissible.

In examining and adjudicating cases, the panel of judges shall:

- a. Confirming, namely proving the truth or not of the events/facts submitted by the parties with evidence through valid means of evidence, according to the law of evidence, which is described in the case and minutes of the trial.
- b. Qualifying the events/facts that have been proven, namely assessing whether or not the legal relationship involved the event, finding the law for the events that have been constipated to be then outlined in legal considerations.
- c. Constituting, namely establishing the law which is then outlined in the ruling.

Observing the considerations of the panel of judges at the Watampone, Sungguminasa and Maros Religious Courts, there are several considerations so that shopping money (uang panaik) which is granted:

1. Equate shopping money (uang panaik) with a dowry by the provisions of Article 35 paragraph (1) Compilation of Islamic Law (KHI), the dowry can only be returned in half if there is a divorce before the gathering (qablad dukhul) occurs.
2. Even though according to custom shopping money/ uang panaik in general can't be requested, in case a quo, the problem between wife and husband appears due to the wife refusing to have conjugal relations with the husband, even though before marriage the wife did not show an attitude of rejection.

In addition to granting the shopping money claim (uang panaik) there is also the consideration of the panel of judges at the Religious Courts of Makassar, Watampone, Sungguminasa, Maros and Pangkajene who rejected the shopping money case (uang panaik) with consideration:

1. Purpose of shopping money (uang panaik) lil intifa or utilization of a certain nature, namely to finance the implementation of the bride's wedding party.
2. Shopping money (uang panaik) is the nature of assistance in the context of the cost of holding a wedding party that has been used up (fire).
3. There is no element of intent or fraud to gain an advantage by the wife.
4. There is no clause in an agreement or agreement which states that if the marriage ends in divorce due to a lawsuit from the wife, then the wife must return the shopping money (uang panaik).

As for the considerations of the panel of judges at the Makassar and Sungguminasa Religious Courts, which cannot accept shopping money cases (uang panaik) Because:

1. The agreement on refunding wedding expenses made by the Defendant/husband and the Plaintiff/wife's biological father was carried out a few days after the wedding and at that time there was already a problem between the Plaintiff and the Defendant.
2. Shopping money (uang panaik) is so vague that the claim cannot be accepted.

From the description of the considerations of the panel of judges who decided the shopping money case (uang panaik) by granting, rejecting and not being accepted in cases at the Religious Courts of Makassar, Watampone, Sungguminasa, Maros and Pangkajene, from these decisions according to the panel of judges researchers in deciding the shopping money case (uang panaik) each has a different perspective of justice.

The length of time a husband and wife have lived together then filed for divorce in the Religious Courts is relatively short;

Table 6 Date of marriage and age of marriage until filing for divorce.

No	Case Number	wedding date	Date/month of separation	Marriage age
1.	2420/Pdt.G/2018/PA.Mks	15/10/2017	11/11/2017	± 1 month
2.	63/Pdt.G/2021/PA.Mks	12/8/2020	20/8/2020	± 1 Week
3.	717/Pdt.G/2019/PA.Wtp	2/1/2019	2/2019	± 1 month
4.	393/Pdt.G/2020/PA.Wtp	12/2/2017	4/2017	± 2 months
5.	680/Pdt.G/2021/PA.Wtp	2/6/2021	15/6/2021	± 2 weeks
6.	729/Pdt.G/2021/PA.Wtp	21/2/2021	2/2021	± 1 week
7.	1519/Pdt.G/2021/PA.Wtp	2/12/2019	1/2020	± 1 month
8.	229/Pdt.G/2018/PA. Sgm	27/9/2016	2/2017	± 5 months
9.	255/Pdt.G/2019/PA. Sgm	7/4/2018	20/4/2018	± 13 days
10.	1140/Pdt.G/2019/PA.Sgm	10/3/2018	4/2018	± 1 month
11.	184/Pdt.G/2020/PA. Sgm	21/10/2018	2/2019	± 4 months
12.	940/Pdt.G/2021/PA. Sgm	10/6/2021	14/6/2021	± 4 days
13.	364/Pdt.G/2021/PA. Sgm	27/3/2018	10/2018	± 3 months
14.	283/Pdt.G/2018/PA. Mrs	23/10/2014	11/2014	± 1 month
15.	464/Pdt.G/2019/PA. Mrs	8/9/2018	11/2018	± 2 months
16.	521/Pdt.G/2021/PA. Mrs	12/8/2020	11/2020	± 3 months
17.	497/Pdt.G/2018/PA. Mrs	5/4/2021	19/4/2021	± 2 weeks
18.	081/Pdt.G/2019/PA. Pkj	10/10/2018	10/2018	± 2 weeks
19.	360/Pdt.G/2019/PA. Pkj	23/4/2019	4/2019	± 1 month
20.	390/Pdt.G/2021/PA. Pkj	21/4/2018	7/2018	± 3 months

Data source: Processed primary data for 2023

From Table 6, it can be seen that from the 20 cases that were conducted by research in five religious courts, namely Makassar, Watampone, Sungguminasa, Maros and Pangkep, marriages were relatively short, a maximum of five months and a minimum of four days. shopping money).

Basri, one of the people who once demanded a refund of shopping money (uang panaik) at the Maros Religious Court said, 'understood the purpose of the shopping money was for

the woman's wedding party, but because his wife filed for divorce, whose marriage age was one week old and had never had marital relations, Basri felt disadvantaged because he had spent a lot of money, on that basis he demanded a return of shopping money (uang panaik) in the court.

In addition, the informants interviewed, consisting of community leaders, and traditional leaders, agreed that the shopping money was party expenses and it was used up, so it could not be sued again, even though the informant further said that if it contained intentional elements that led to fraud, exemplified "the wife did not show refusal when she wanted to get married, there was an intentional element to gain profit, the wife left because she did not want to live with her husband, something like this is fine to be prosecuted in court if the husband feels disadvantaged.

2. Community Perception

Shopping money (uang panaik), according to the community is a tradition that has existed for a long time. The tradition of shopping money/uang panaik) is a requirement that must be carried out before the two parties of the bride and groom continue further discussions regarding marriage. Shopping money (uang panaik) is a culture that has continued until now, which aims to finance weddings.

Wahyuddin said "Shopping money (uang panaik) is money out, nakanre pepe (Makassar, nanre fire (Bugis), because the designation is only used solely for weddings.

Shopping money (uang panaik) when viewed from a historical perspective, it is indeed a form of respect for men for women as well as a symbol of honour for women's families who have materialistically struggled to raise their children to adulthood, not only the money spent but the attention and all forms of feelings parents have for their children.

The transactional view of young people is also inappropriate. The value of respect for women is high and Caringsay' The family is the true basis of culture shopping money. All offerings and sompa received are also not the rights of the woman's family. Shopping money (uang panaik) which, although in large enough amounts, is not to be saved, is spent during the wedding procession. This shows that from an explicit material perspective, there are no advantages for the extended family of women. Parents want to see the seriousness of the man in

proposing to his daughter so that the man tries to earn money to get the woman he loves.

If we think globally, actually the practice of shopping money (uang panaik) does not only apply to the culture of the Bugis-Makassar people but also all ethnicities, regardless of ethnicity. Why not, because shopping money (uang panaik) it is delivery money (for the wedding party) which is a tradition, not Islamic law or formal state law. The difference is, the Bugis-Makassar people, especially those who are classified as elderly and live in rural areas, still adhere to a rigid conception of their awareness of shopping money (uang panaik). In addition, it is the Bugis-Makassar ethnic group who practice shopping money (uang panaik) still happens a lot and often comes piggybacking on conflicts and other problems.

Abdul Wahid Haddade said "Basically shopping money (uang panaik) is allowed. The point is that there is an agreement between the two parties (male and female). Abdul Wahid Haddade further said that the existence of the South Sulawesi MUI Fatwa regarding shopping money (uang panaik) is expected to be a guide/reference in the marriage process, and can increase public understanding. Including suppressing the negative impact of shopping money (uang panaik) which caused the marriage to be void. Because of our religious teachings, marriage is easy, not difficult.

Whether we realize it or not, not only the family of the prospective bride will be elevated in rank, but the family of the prospective groom will also succeed in strengthening their position by being able to fulfil the prerequisites for shopping money (uang panaik) whose numbers are not small or above average, the groom's family will feel embarrassed if they cannot comply with the request shopping money from the bride's family.

The technique and time of delivery of shopping money (uang panaik) varied, some gave it during the mappettuada event shortly after a mutual agreement was reached, and some gave it on the wedding day. This depends on the agreement of both parties.

According to H.M. Taliu B, shopping money (uang panaik) at the wedding ceremony of the Bugis-Makassar community, there is no standard basis that can be used as a benchmark in determining the amount of shopping money (uang panaik), because traditional political power is fading besides that

people's needs are increasingly expensive. So shopping money (uang panaik) adapted to the needs.

Conclusion

Perceptions of judges and the Bugis-Makassar community towards shopping money (uang panaik), First according to law, shopping money (uang panaik) are not regulated explicitly and clearly in laws and regulations. Second the perception of the palliative judge namely; 1) there are still conflicting views regarding procedural law in examining expenditure disputes (uang panaik), 2) the judge's decision namely; Grant, Reject and Unacceptable (Declared Not Admissible). Third, the public perception of shopping money (uang panaik) is the money runs out.

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